

# **EXHIBIT A**

## REQUIREMENTS AGREEMENT

This Requirements Agreement is made as of 7 18 -19 ("Effective Date"), with each twelve (12) months thereafter being a Contract Year by and between BASF Corporation, 26701 Telegraph Road, Southfield, MI 48033 ("BASF"), and Downtown Main LLC d.b.a. Fix Auto Riverside, located at 2805 Main Street, Riverside, CA 92501 ("BODY SHOP").

WHEREAS, BODY SHOP engages in the business of refinishing and repainting the bodies of automobiles, trucks, and other vehicles, ("Business") either directly or through persons or legal entities over which BODY SHOP now has or during the term of this Agreement has control ("Controlled Businesses"), which requires the use of after-market paints, refinishes, coatings, primers, thinners, and reducers ("Refinish Products"); and

WHEREAS, BASF is a manufacturer of Refinish Products;

NOW THEREFORE, it is agreed by and among the parties as follows:

1. Term: The Term of this Agreement shall commence with the first full calendar month subsequent to the Effective Date and continue until BODY SHOP and or until its Controlled Businesses have purchased \$750,000 in the aggregate of BASF Glasurit and RM Products, at suggested refinish pricing ("Minimum Purchase Requirements"), subsequent to the Effective Date. However, BASF shall have the right to terminate this Agreement at any time if BODY SHOP or any Controlled Business makes an assignment for the benefit of creditors, declares or is declared bankrupt, or either a controlling interest in the BODY SHOP or substantially all of the assets of the BODY SHOP are sold to a third party who is already under an obligation to use BASF Products pursuant to a contract with BASF Corporation or any of its subsidiaries.

2. Purchase of Requirements of Products: During the Term of this Agreement, BODY SHOP shall, and shall cause each of its Controlled Businesses to purchase from an authorized BASF distributor one hundred percent (100%) of their Refinish Products requirements for the Business specifying only BASF Glasurit and RM brand products.

3. Contract Fulfillment Consideration: Within forty-five (45) days of the Effective Date of this Agreement, BASF shall pay to BODY SHOP \$100,000 in consideration of BODY SHOP fulfilling all of its obligations under this Agreement for the entire Term.



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4. **Equipment:** In consideration of BODY SHOP fulfilling all of its obligations under this Agreement for the entire Term, BASF will make available to each of BODY SHOP's facilities or Controlled Businesses where the Business is conducted the following equipment ("Equipment"):

R-M Onyx HD Waterborne and Solvent	1
1.7 Meter Base and Pearl Holder Header	1
1.7 Meter Gallon/3.5 Liter Shelf (8 places)	1
Alliance Machine Motor	1
Alliance Platform - Metal	1
HF 2 Air Amps & HF Stand	1
Dedoes Cyclone Air Shaker and Pedestal Combo	1
Dedoes 37" Blending Table with drawer and stainless steel top	1
Sartorius TopMix 2 Touch (Terminal + Scale)	1
Dual Core Pentium	1
SmartTrak Software License	1
19" Flatscreen LCD Monitor	1
Dymo Label Printer	1
Dedoes Mid-Size Cabinet (for LCD monitors)	1
APC Battery Back-Up	1
SmartScan	1
R-M Onyx HD Welcome Kit	1
R-M Onyx HD Intermix Kit	1
North American Color Book B	1
1.7 Meter Quart/Liter Shelf (12 places)	4
Clickseal Gallon/3.5 Liter Mix Lid	6
Clickseal Quart/Liter/0.5 Liter Mix Lid	60

The Equipment shall only be used in conjunction with BASF Refinish Products. There will be no charge for use of the Equipment so long as BODY SHOP fulfills all of its obligations under this Agreement. A financing statement (Form UCC-1) evidencing ownership or a security interest in the Equipment may be prepared and filed. BASF makes no warranties in respect of the Equipment or use of the Equipment, including, without limitation, no warranty as to the design, installation, quality or condition of the Equipment or any warranty of merchantability or fitness for any particular purpose. At the termination of this Agreement, the Equipment will be surrendered by BODY SHOP at the express instruction of BASF to BASF's authorized distributor or other third party, in the same condition as delivered, reasonable wear and tear excepted.

All Equipment shall be installed by or at the direction of BODY SHOP, which shall be responsible for compliance with all applicable laws and regulations concerning the installation and operation of the Equipment. BODY SHOP hereby acknowledges receipt of the document entitled "Important Safety Notice." Computer equipment such as: (a) CPUs, (b) terminals, (c) keyboards, (d) printers, etc., are NOT explosion-proof and should NOT be installed or used within a mixing area where paint and paint products are dispensed or used. BODY SHOP agrees to: (a) install or have the Equipment installed in a safe area



of its facility, and (b) BODY SHOP will indemnify and defend BASF in the event of any harm resulting from the installation, use, or maintenance of the Equipment. In the event that BODY SHOP damages the Equipment, as determined by BASF, BODY SHOP shall be solely responsible for the costs of repair of the Equipment, including the costs of any replacement parts. Otherwise BASF may provide reasonable maintenance, upgrades, and support for all Equipment as reasonably determined by BASF.

5. Toners. BASF will make available to BODY SHOP one (1) set of RM or Glasurit toners that will only be used by BODY SHOP with BASF Refinish Products. Upon demand by BASF, or at the termination of this agreement, Body Shop will return unopened, unused toners to BASF, or at the express instruction of BASF, to BASF's authorized distributor or other third party.

6. Remedy: Should this Agreement terminate for any reason prior to the expiration of the Term set forth above or should BODY SHOP be sold during the Term, in addition to whatever rights and obligations the parties may have to each other, Body Shop will, within thirty (30) days, be responsible to (i) pay all outstanding invoices, (ii) return the Equipment in accordance with the instructions of BASF or repay the retail value of such Equipment, and (iii) reimburse BASF for the Contract Fulfillment Consideration, in accordance with the following schedule:

<u>Purchases</u>		<u>Contract Fulfillment Consideration and Equipment Value Refund</u>
a.	less than 1/5 <sup>th</sup> of Minimum Purchases	110%
b.	less than 2/5 <sup>th</sup> and greater than 1/5 <sup>th</sup> of Minimum Purchases	95%
c.	less than 3/5 <sup>th</sup> and greater than 2/5 <sup>th</sup> of Minimum Purchases	75%
d.	less than 4/5 <sup>th</sup> and greater than 3/5 <sup>th</sup> of Minimum Purchases	55%
e.	less than 5/5 <sup>th</sup> and greater than 4/5 <sup>th</sup> of Minimum Purchases	35%
f.	After 5/5 <sup>th</sup> of Minimum Purchases	0%

7. Severability: In the event that any provision of this Agreement shall be held invalid or unenforceable for any reason by a court of competent jurisdiction, such provision or part thereof shall be considered separate from the remaining provisions of this Agreement, which shall remain in full force and effect. Such invalid or unenforceable provision shall be deemed revised to effect, to the fullest extent permitted by law, the intent of the parties as set forth therein.

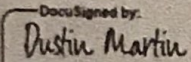
8. Confidential Information: This Agreement, and all of its terms, as well as any other information designated confidential and disclosed by either party to the other will be kept in confidence and restricted to those persons in the recipient's business who need to know same, except as to any such information which the recipient shows has become public information or which may be required to be disclosed by



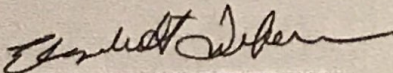
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IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the day and year first above written.

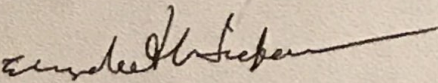
**BASF Corporation**

By:  Dustin Martin  
Title: N.A. Zone Manager  
Date: 18/7/2019 | 17:44 CEST

**Downtown Main LLC d.b.a. Fix Auto Riverside**

By:   
Title: Managing Member  
Date: 7-23-19

**Elizabeth Tufano**

By:   
Title: Manager  
Date: 7-23-19